



2024:DHC:5882



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 312/2023****M/S RATHI STEEL AND POWER LIMITEDPetitioner****Through: Mr. Ashish Khorana, Adv.****versus****INDUSTRIAL ENERGYRespondent****Through: Mr. Aadhar Nautiyal, Adv.****CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER**

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06.08.2024

1. This petition under Section 11(6) of the Arbitration and Conciliation Act 1996¹ seeks reference of the dispute between the parties to arbitration.

2. Mr. Aadhar Nautiyal, learned Counsel for the respondent, has no objection to the reference of the dispute to arbitration, without prejudice to the right and contention of the respondent.

3. The dispute arises in the context of Purchaser Order dated 3 May 2022 executed between the petitioner and the respondent, which contains the following arbitration clause:

“18. All disputes, differences whatsoever, which shall arise between the parties hereto at any time, touching this contract or contraction or application thereof or any clause or thing herein contained of the rights, duties and liabilities of either party otherwise in connection therewith shall be referred to the Arbitration of our General Manager (Commercial). The decision in such arbitration shall be final and binding on both the parties. All



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such arbitration proceeding shall be held in Delhi (India) and shall be in accordance with and subject to the provision of The Indian Arbitration Act, 1940 or any statutory modification or enactment thereof for the time being on force. In case of any dispute with regard to this purchase order, the same shall be subject to the jurisdiction of Courts at Delhi (India) only and the Indian Laws shall be applicable.”

4. The dispute having arisen between the parties, the petitioner addressed a notice dated 19 December 2022, seeking resolution of the dispute by arbitration. The respondent did not reply. The petitioner has, therefore, instituted the present petition before this Court under Section 11(6) of the 1996 Act for referring the dispute to arbitration.
5. The claim of the petitioner against the respondent is in the region of ₹ 18.6 lakhs.
6. The dispute stands referred to DIAC, which would appoint a suitable arbitrator to arbitrate on the dispute between the parties.
7. The arbitration would take place in accordance with the rules and regulations of the DIAC.
8. The learned arbitrator would be entitled to fees as per the schedule of fees maintained by the DIAC.
9. The learned arbitrator is also requested to furnish the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on the reference.
10. All contentions of the parties are left open to be decided in the

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arbitral proceedings.

11. This Court has not expressed any opinion on any aspect of the matter.

12. The petition stands disposed of in the aforesaid terms.

C. HARI SHANKAR, J.

AUGUST 6, 2024

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Click here to check corrigendum, if any

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